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4-7-1936

Kroger Grocery and Baking Company and Retail Clerks International Protective Association, Local 667 (1936)

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Kroger Grocery and Baking Company and Retail Clerks International Protective Association, Local 667 (1936)

Location

St. Louis, MO

Effective Date

4-7-1936

Expiration Date

11-6-1937

Number of Workers

140

Employer

Kroger Grocery and Baking Company

Union

Retail Clerks International Protective Association

Union Local

667

NAICS

44

Sector

Private

Item ID

6178-009b131f014_01

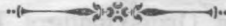
Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

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Agreement Between Warehouse Employees Local No. 667, St. Louis, Missouri, and Kroger Grocery and Baking Company



THIS AGREEMENT made and entered into this 28th day of February, 1936, by and between Kroger Grocery and Baking Company (hereinafter referred to as the Employer) and Retail Clerks International Protective Association Grocery, Fruit, Vegetable and Provision Employees Local Union No. 667 (hereinafter referred to as Local Union No. 667) on behalf of the members of said Local Union No. 667 now in the employ, or hereafter employed by, the said Kroger Grocery and Baking Company in all its grocery warehouses within the City of St. Louis, Missouri, and vicinity.

WITNESSETH:—

That the parties hereto have mutually agreed that the following rules shall govern all matters included therein.

Rule 1. Forty-four (44) hours shall constitute a maximum work week, payable on a straight hourly basis.

Forty (40) hours shall constitute a minimum work week for regular full time employees.

Eight (8) consecutive hours, exclusive of meal period, shall constitute a day's work.

Over-time shall be paid for hours worked in excess of forty-four (44), at the rate of time and one-third. Should employees work hours in excess of nine (9) in any one day, such time shall be considered as over-time and paid for at the rate of time and one-third, and is not to be considered in computing the minimum work week hours.

Rule 2. All employees shall be assigned a day of rest and such assignment shall not be changed during the employment.

Rule 3. Work performed on Sunday and the following legal holidays, namely, New Years Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, shall be paid for at the rate of time and one-third. Should any of the foregoing holidays fall on Sunday, the day observed by the State or Nation or by Proclamation shall be considered as the holiday for the purposes of this Rule. Crews starting work at three o'clock P. M. or at any time thereafter until midnight, shall be considered Night Crews and the Sunday or Holiday time of such employees shall be allowed for the time immediately preceding the regular Sunday or Holiday.

Rule 4. No employee covered by this agreement shall be discharged solely upon evidence of failure to comply with standards set up for measurement of performance until it has been brought to his attention and he has had opportunity to bring same to the attention of the shop committee or management.

Rule 5. Starting time shall not be changed without twenty-four (24) hours, or more, notice to each employee affected by such change. No employee shall be required to begin his working time between the hours of midnight and five o'clock A. M.

Rule 6. The meal period shall not exceed one hour, and shall be allowed between the ending of the fourth hour and the beginning of the sixth hour after starting time.

Rule 7. When any employee shall report for work at the time and place ordered, and shall be prevented

from working by conditions beyond his control, such employee shall be paid a minimum of four hours pay at the regular rate.

Rule 8. Minimum rates of pay shall be as follows:

- a) Foremen and Keymen shall receive \$36.00 per week.
- b) Order Fillers, Order checkers, Order loaders, Receiving clerks, Cooler men and Male Egg Canners shall receive 62½¢ per hour.
- c) Grocery, Produce, Provision Receivers commonly known as Car Gang and Truckers, Porters, Salvage Men, Elevator Operators, Weighmen, Tomato Sorters shall receive 55¢ per hour.
- d) Any employee now receiving a higher rate of pay than the rate set out above shall not be reduced from present rates while maintaining the position.
- e) Rates of pay for extra help shall be at the same rate the regularly paid regular employees on the particular position.
- f) Female Egg Canners shall receive 42½¢ per hour.
- g) Any employee engaged temporarily in capacity of foreman during the absence of regular foreman, or in an emergency, shall receive foreman's rate of pay for the period he is so occupied.

Rule 9. Established positions shall not be discontinued and new ones created under different titles, covering relatively the same class of work, for the purpose of reducing the rate of pay or evading the application of these rules.

Rule 10. Seniority shall accrue from the time the employee's pay begins. All employees shall at all times be in line for promotion. Promotion shall be based on seniority, fitness and ability. It is definitely agreed that seniority shall apply among all warehouse employees. New positions or vacancies may be filled immediately. However, they shall be bulletined within five days in places accessible to all employees affected for a period of five days. Copy will be furnished the Committee when requested.

Rule 11. When forces are reduced or positions are abolished, employees whose positions are discontinued will be given at least twenty-four (24) hours notice in advance and copies of such notices shall be posted. Employees whose positions are abolished may exercise their seniority rights over junior employees.

Rule 12. All employees with thirty (30) days or more service laid off because of reduction of forces shall be recalled to service by letter and must report within five (5) days or forfeit all previous seniority.

Rule 13. Any employee who has been in the service of the company for a period of thirty days or more who has been discharged has the right to investigation of cause by the Shop Committee and Management. Notice of desire for investigation to be filed within forty-eight (48) hours. If no agreement can be reached, then the matter may go to arbitration as provided for in Rule 14. If the arbitration committee decides the employee has been wrongfully discharged, he shall be restored to his former position receiving pay for time lost and his seniority restored.

Rule 14. All differences or disagreements over the interpretation of this agreement or any other serious matters arising during the life of this agreement which cannot be settled between the employer and Local Union No. 667 or the International President or his representative shall be adjusted by a Board of Arbitration which shall consist of five (5) members, two to be appointed by Local Union No. 667, and two to be appointed by the employer, and a fifth a disinterested party to be agreed upon between the four members so appointed. In the event that said four arbitrators so appointed shall fail to agree on a fifth arbitrator within five (5) days after their appointment then and in such event the then presiding Judge of the Circuit Court of the City of St. Louis,

Missouri, shall appoint the fifth arbitrator who shall be the Chairman of the Board of Arbitration; and said Board so organized shall proceed to hear evidence in the case not later than five (5) days from the date said Board is completed and shall hold sessions as near as practicable from day to day thereafter until the evidence is concluded, and such Board shall render its final decision within five (5) days after final submission thereof; And both parties to this agreement hereby agree to abide by the decision of such Board of Arbitration.

This agreement shall continue in full force and effect to November 5, 1937, and at the termination of such period it shall be extended for annual periods until such time as one of the parties hereto shall give to the party a notice to be delivered not less than thirty (30) days prior to the expiration of any such annual period. During the life of this agreement it is mutually agreed by all parties concerned that there shall be no strike or lock out.

Accepted on this.....day of....., 1936,

for the KROGER GROCERY and BAKING COMPANY

By.....

Branch Manager

Accepted on this.....day of....., 1936,

for the GROCERY, FRUIT, VEGETABLE and PROVISION EMPLOYEES LOCAL UNION No. 667

.....President

.....Secretary and Business Agent

COMMITTEE

.....

.....

.....

.....

Supplemental Agreement for the Purpose of Adjustment of the Present Controversy

This agreement made and entered into this.....day of....., 1936,
by and between the Kroger Grocery and Baking Company, hereinafter referred to as the Employer, and
the Retail Clerks International Protective Association Grocery, Fruit, Vegetable and Provision Employees
Local Union No. 667, hereinafter referred to as Local Union No. 667, supplements agreement entered into
between the above parties on the same day.

WITNESSETH:—

The Employer agrees to re-employ within ten days from the date hereof fifty percent of all regular
employees (full time and extra) as of November 6th who are out during the present controversy and an
additional twenty-five percent of said employees within twenty days from date hereof and the remaining
twenty-five percent within thirty days from date hereof, and these employees will be returned to their
former positions and to their full seniority rights as of November 5, 1935.

Accepted on this.....day of....., 1936,

for the KROGER GROCERY and BAKING COMPANY

By.....
Branch Manager

Accepted on this.....day of....., 1936,

for the GROCERY, FRUIT, VEGETABLE and PROVISION EMPLOYEES LOCAL UNION No. 667

.....President

.....Secretary and Business Agent

COMMITTEE:

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.....
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SECOND REQUEST
U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON

36-12-49
Clerks 667
April 20, 1937 11-6-37

Mr. Wm. Brandt, Sec'y
Retail Clerks' Int'l 667
Protective Ass'n #1022
1411 North Grand Blvd.
St. Louis, Missouri

My dear Mr. Brandt:

For a number of years the Bureau of Labor Statistics has attempted to maintain a file of all union agreements in force throughout the United States. On checking through our files we find we do not have copies of any agreements entered into by your union. We are exceedingly anxious to have your agreements among our records and should appreciate your cooperation in sending us copies of them together with the information requested below.

If you have only one copy available and so designate, we shall be glad to type a duplicate and promptly return the original. If you so indicate, we shall keep the identity of the agreement confidential, using the materials only for general analysis, which will not reveal the name of your union.

The enclosed envelope for reply requires no postage. If we can be of service to you at any time, please write me.

Very truly yours,

Isador Lubin

Enc.

Commissioner of Labor Statistics

Name of company or employers' association signing the agreement _____

Kroger Grocery and Baking Company.
(If more than one employer, please list on reverse side)

Number of companies covered by agreement Kroger Grocery & Baking Co.

Number of union members working under terms of agreement 50

Number of non-members working under terms of agreement 90

Branch of trade covered Warehouse

Date signed April 7, 1936 Date of expiration Nov. 6, 1937

Virgil Anderson
(Name of person furnishing information)
5629 Enright Ave.
(Address)
Business Representative
local #1022